

The property is offered for sale at public auction by public outcry. The public auction will begin Saturday April 7 at 10 AM CST . Please read and review terms and conditions along with the real estate auction sales contract thoroughly before bidding. The Property location is in Sections 21, 28, 29 and 33 of Township 8 South, Range 7 West in Panola County MS being approx. 1500 acres.

**Registration:** You must fill out a bidders registration form and obtain a bidders number in order to bid. By filling out the registration card or bidders form you are agreeing to the terms of the auction and the sales contract and will be bound by both. Auctioneer will receive and accept bids from any competent adult who has properly registered and complies with the auction terms. Auctioneer may refuse a bid that is but a trifling advance over the prior bid or which contains conditions not acceptable to the auctioneer or sellers. Auctioneer reserves the right to expel bidder or refuse registration to any person who is disruptive, non compliant, or has previously caused problems for the auctioneer or seller. No one can bid on behalf of another person unless approved by the auction company.

**Contingencies:** There will be no buyer contingencies attached to or included in the sale of this property, such as but not limited to Bank Financing or your ability to obtain or secure bank financing. There will be no inspection contingencies. There will be a sales contingency attached to the contract stating that the sale of the property is contingent upon court approval.

**Agency:** Pioneer Auction & Realty llc is acting exclusively for the seller as broker and auctioneer.

**Due Diligence :** Bidders must do due diligence on their own behalf to protect their own interest. Information given is believed to be correct but is not guaranteed. Property will be offered and conveyed in "as-is, where-is condition" with any and all faults. Neither the Seller or Pioneer Auction & Realty llc has or will make any warranties or representation of any kind or character, expressed or implied, with respect to the property including, without limitation, any warranty or representations to the habitability, size, age, design, quality, condition, environmental status, pollutants, contaminants, or hazardous waste on the property, matters of survey or fitness for any specific purpose, all of which are expressly disclaimed. Buyer is buying property subject to the presence of exterior insulated finish systems, previous flooding, effect of or location within Mississippi State Tidelands or Federal Wetlands, or FEMA Flood Zone, EPA standards and regulations, the presence of expansive soils, and also any leases, covenants, and all regulations that may be found in public record or copy given at auction, whether it being city, state or government regulations, inspections, easements, or otherwise. The Buyer must conducted inspections of the property as it deemed necessary and/or appropriate and shall rely upon the same. Buyers and sellers shall hold harmless Pioneer Auction & Realty llc, its employees and family from any disputes, litigation of matters pertaining to this property. The seller shall have no obligation to make repairs or replacements noted in any inspections made by or for the purchaser.

**Deposit:** Buyer shall immediately following the auction, pay Pioneer Auction & Realty llc a deposit of 10% and sign the real estate auction sale contract. The balance of the purchase price will be due within 30 days of sale date. If for any reason you do not close on the property within the time specified then your bid deposit will be forfeited.

**Buyers Premium :** a 10% buyers premium will apply to the successful bid to determine the final contract sales price. Example \$1,000. Bid price + 10 % buyers premium of \$1,00= Total contract sales price \$1,100.

**Title to Property:** Buyers will be buying property with a merchantable title, free and clear of all liens. The real estate taxes will be current and prorated between buyer and seller as of the actual delivery of the deed.

**Seller Closing Costs:** Seller will be responsible for the cost of writing of the Warranty Deed, attorneys fees associated with the closing of the property and a survey if one has not been completed before the beginning of the auction.

**Buyer Closing Costs:** Buyer will be responsible for title examination, title opinion and title insurance if they elect to have this done. Buyer will be responsible for any loan documentation fees, inspection fees, appraisals, recording costs or any fees that are outside of the sellers expenses.

### Order of Sale:

All land will be offered by the Acre unless otherwise noted.

Land offered in Tracts will have High Bidders Choice of Tracts, Combinations of Tracts or the Property in its Entirety

If the first Highest Bidder does not take the property in its entirety then the remaining tracts will be offered.

This process will continue until all tracts have bids.

The final purchase price shall be determined by multiplying the contract price per acre by the number of surveyed acres. It is understood that the actual acreages, dimensions and tract corners may vary according to an actual survey. The plats, maps drawings, sketches, aerial maps etc. given to you or observed by you on the internet or printed material are used as a guide and illustration purposes only

The Auctioneer reserves the right to group or ungroup individual tracts, determine bid increments and determine the buyer.

The starting bid for any combinations of tracts will be the total of the interim high bids of the individual tracts plus (5%).

**Possession: You will be given possession of property at closing. No Exceptions.**

**Miscellaneous:** The terms of the auction and auction contract shall bind bidders and sellers, their agents, assigns, family, beneficiaries, brokers, directors, heirs, officers, representatives, shareholders and successors in interest.

**Disclaimer:** All information contained herein is believed to be correct to the best of the auctioneers knowledge. Buyers are not relying on any information given by broker or brokers employees, agents or family as to the condition or merchantability of the property and buyer must do due diligence in their decision to purchase the property. Bidders will be participating in the auction at their sole risk. Pioneer Auction & Realty llc, its employees or family are not responsible for accidents of any kind.

**By inspecting any property or properties you will be entering at your own risk.** Neither Seller or Pioneer Auction & Realty llc make or have made any warranties or representations as to the status of any gas, mineral or oil rights pertaining to the property. The seller(s) agree to convey any interest they may have in such rights.

**Risk of Loss:** Any risk of loss by fire or property damage is the responsibility of the seller until title is conveyed.

**Approval of Bids: Auctioneer will receive bids on said property but will not be declare property sold until approval by the court. The declared High Bidder(s) will sign a Auction Purchase Contract immediately following the Auction and give deposit (10%) to Auction Company. This contract shall bind All parties. After approval from courts, all parties shall proceed for closing of property.**

**The Final Sales or Contract Price will be based upon and dependent upon a final survey. All tracts will be sold by the acre. Should acreage differ after completion of Survey of a Tract or Tracts then Contract or Sales Price will be adjusted up or down according to actual surveyed acres.**

**ANNOUNCEMENTS MADE DAY OF AUCTION SHALL SUPERCEDE ALL OTHER INFORMATION WHETHER IN PRINT, VERBAL OR ON THE INTERNET**

We at Pioneer Auction & Realty want to welcome you to our auction and wish you good luck on your bidding.

Kevin Glidewell  
Broker/ Owner